

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5794539

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT (TERM LOAN)
SEQUENCE:	1

CONVEYING PARTY DATA	
Name	Execution Date
ELECTRO SCIENTIFIC INDUSTRIES, INC.	10/24/2019
MKS INSTRUMENTS, INC.	10/24/2019
NEWPORT CORPORATION	10/24/2019

RECEIVING PARTY DATA	
Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	16553921
Application Number:	16478625
Application Number:	16492919
Application Number:	62907891
Application Number:	16557189
Application Number:	16505422
Application Number:	16553033
Application Number:	16509088
Application Number:	16506555
Application Number:	62886279

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	2123186532
Email:	alanagramer@paulhastings.com
Correspondent Name:	ALANA GRAMER
Address Line 1:	C/O PAUL HASTINGS LLP

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Address Line 2:	200 PARK AVENUE
Address Line 4:	NEW YORK, NEW YORK 10166

NAME OF SUBMITTER:	ALANA GRAMER
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SIGNATURE:	/s/ AG
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DATE SIGNED:	10/30/2019
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Total Attachments: 6

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PATENT SECURITY AGREEMENT

Patent Security Agreement, dated as of October 24, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Patent Security Agreement"), by ELECTRO SCIENTIFIC INDUSTRIES, INC. ("ESI"), MKS INSTRUMENTS, INC. and NEWPORT CORPORATION (each a "Grantor"), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, (i) ESI is party to that certain Security Agreement Supplement (the "Supplement") dated as of February 1, 2019 by and among ESI, the other Grantors party thereto and the Collateral Agent and (ii) the Grantors are party to that certain Security Agreement dated as of April 29, 2016 (as modified by the Supplement and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Borrower, the other Grantors party thereto and the Collateral Agent, in favor of the Collateral Agent, pursuant to which the Grantors are required to execute and deliver to the Collateral Agent this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein have the respective meanings assigned thereto in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Patent Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees, each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest:

- (a) all Patents of the Grantors listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with clause (a), collectively, the "Patents").

SECTION 3. The Security Agreement. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interests in the Patents made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or as otherwise required pursuant to, Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in

recordable form releasing the liens on and security interests in the applicable Patents under this Patent Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interests in the applicable Patents.

SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.

(A) THE TERMS OF SECTION 10.13 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

(B) EACH PARTY TO THIS PATENT SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS PATENT SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS PATENT SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.

SECTION 6. Waivers; Amendments; Modifications. Neither this Patent Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. Notices; Communications. All communications and notices under this Patent Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Patent Security Agreement shall be effective as delivery of an original executed counterpart of this Patent Security Agreement. This Patent Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of the Grantors shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of the Grantors, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that the Grantors shall not have the right to assign or transfer their rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature Pages Follow]

MKS INSTRUMENTS, INC.,
as a Grantor

By: *Seth H. Bagshaw*
Name: Seth H. Bagshaw
Title: Senior Vice President, Chief Financial
Officer and Treasurer

NEWPORT CORPORATION,
as a Grantor

By: *Seth H. Bagshaw*
Name: Seth H. Bagshaw
Title: President and Treasurer

ELECTRO SCIENTIFIC INDUSTRIES, INC.
as a Grantor

By: *Seth H. Bagshaw*
Name: Seth H. Bagshaw
Title: President and Treasurer

[Signature Page to TL Patent Security Agreement]

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BARCLAYS BANK PLC,
as the Collateral Agent

By: Robert Walsh
Name: Robert Walsh
Title: Assistant Vice President

[Signature Page to TL Patent Security Agreement]

Schedule I
to
PATENT SECURITY AGREEMENT
UNITED STATES PATENTS AND PATENT APPLICATIONS

Ref.	Case	Owner	Title	Status	Appl. No.	Filed	Patent No.	Issued
0183-600BOZ-16C1	CON	Newport Corporation	Multi-Junction Detector Device and Method of Manufacture	Pending	16/553,921	8/28/19		
0190-500NFO-17US		Newport Corporation	High Responsivity High Bandwidth Photodiode and Method of Manufacture	Pending	16/478,625	7/17/19		
0193-100IRV-17US		Newport Corporation	Lens System for Use with High Laser Power Density Scanning System	Pending	16/492,919	9/10/19		
E286-P1		Electro Scientific Industries, Inc.	Reduced Impedance Variation in a Modular 2-Terminal Contacting Electrical Measurement System	Pending	62907891	9/30/2019		
SR-215-US7		Electro Scientific Industries, Inc.	LASER PROCESSING SYSTEMS AND METHODS FOR BEAM DITHERING AND SKIVING	Pending	16557189	8/30/2019		
SR-215-US6		Electro Scientific Industries, Inc.	ACOUSTO-OPTIC DEFLECTOR APPLICATIONS IN LASER PROCESSING OF DIELECTRIC OR OTHER MATERIALS	Pending	16505422	7/8/2019		
0207-800BRL-18UT		MKS Instruments, Inc.	Ozonated Water Delivery System and Methods of Use	Pending	16/553033	8/27/2019		
3197-P00120	D1	MKS Instruments, Inc.	FEEDBACK CONTROL BY RF WAVEFORM TAILORING FOR ION ENERGY DISTRIBUTION	Pending	16/509088	7/11/2019		
3197-P00123	C1	MKS Instruments, Inc.	PIECEWISE RF POWER SYSTEMS AND METHODS FOR SUPPLYING PRE-DISTORTED RF BIAS VOLTAGE SIGNALS TO AN ELECTRODE IN A PROCESSING CHAMBER	Pending	16/506555	7/9/2019		
3197-P00132		MKS Instruments, Inc.	METHOD TO ENHANCE SHEATH FORMATION, EVOLUTION AND PULSE TO PULSE STABILITY IN RF POWERED PLASMA APPLICATIONS	Pending	62/886279	8/13/2019		